# **EXHIBIT B**

#### **ASSIGNMENT**

WHEREAS, We, David C. Rueger, Kuber T. Sampath, Charles M. Cohen, Hermann Oppermann, and Roy H.L. Pang have invented one or more improvements in:

### METHODS AND COMPOSITIONS FOR THE TREATMENT OF MOTOR NEURON INJURY AND NEUROPATHY

identified by Attorney Docket No. and/or executed by us of even date herewith and about to be filed in the United States Patent Office;

described in an application (or provisional application) for Letters Patent of the United States:

 $\boxtimes$  Application No. 08/937,755 filed in the United States Patent Office on September 25, 1997; and

WHEREAS, Creative BioMolecules, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 45 South Street, Hopkinton, Massachusetts 01748 desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and

# Joint Assignment Page 2

S. . .

we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

		· Inventor:	David C. Rueger
Commonwealth of Massachusetts	)		
County of	) ss		
Subscribed and sworn to before day of	e me, by 8.		1 David C. Rueger this <u>23</u> 2 Arepard  1 Expires: <u>11/26/2004</u>
Commonwealth of Massachusetts County of	) ) ss	Inventor:	Kuber T. Sampath  Kuber T. Sampath
Subscribed and sworn to before January, 1998.	e me, by		th Kuber T. Sampath this <u>26</u> day of Ahepard  n Expires: 11/26/04

Joint Assignment Page 3	
- ·· <b>g</b> ·	Inventor: Charles M. Cohen
Commonwealth of Massachusetts County of	) ) ss
Subscribed and sworn to before January, 1998.	ore me, by the above-named Charles M. Cohen this 22 day  Olyna Shepard  Notary Public  My Commission Expires: 11/24/04
Commonwealth of Massachusetts County of	Inventor: Hermann Oppergnamn ) ) ss
Subscribed and sworn to before	ore me, by the above-named Hermann Oppermann this 23
day of <u>Januar</u> , 1998.	Notary Public My Commission Expires: 11/26/04
	Inventor: Roy H.L. Pang
Commonwealth of Massachusetts County of	
Subscribed and sworn to before, 1998.	ore me, by the above-named Roy H.L. Pang this day of

Notary Public

My Commission Expires:

#### **ASSIGNMENT**

WHEREAS, We, David C. Rueger, Kuber T. Sampath, Charles M. Cohen, Hermann Oppermann, and Roy H.L. Pang have invented one or more improvements in:

### METHODS AND COMPOSITIONS FOR THE TREATMENT OF MOTOR NEURON INJURY AND NEUROPATHY

identified by Attorney Docket No. and/or executed by us of even date herewith an

described in an application (or provisional application) for Letters Patent of the United States:

identified by Attorney Docket No. and/or executed by us of even date herewith and about to be filed in the United States Patent Office;

Application No. 08/937,755 filed in the United States Patent Office on September 25, 1997; and

WHEREAS, Creative BioMolecules, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 45 South Street, Hopkinton, Massachusetts 01748 desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and

## Joint Assignment Page 2

we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

		Inventor:  David C. Rueger	
Commonwealth of Massachusetts County of	) ) ss	David C. Ruegei	
Subscribed and sworn to be for day of, 19		y the above-named David C. Rueger this	
		Notary Public My Commission Expires:	-
		Inventor:  Kuber T. Sampath	_
Commonwealth of Massachusetts County of	) ) ss		
Subscribed and sworn to before, 1998.	re me, b	y the above-named Kuber T. Sampath this	day of
		Notary Public My Commission Expires:	-

	Joint Assignment
٠	Page 3

		Inventor:
		Charles M. Cohen
Commonwealth of Massachusetts	)	
County of	) ss	r
	re me, l	by the above-named Charles M. Cohen this day of
, 1998.		
		Notary Public
		My Commission Expires:
		1
11 1	-00	Inventor:
NEW HAMPSHI	KE.	Hermann Oppermann
County of Grafton	) ) ss	
County of G-1 7-7-1071	) 33	
Subscribed and sworn to befo	re me, t	by the above-named Hermann Oppermann this 23 LD
day of February, 1998.		$\rho \Lambda$ , $\rho \alpha$
<b>/</b> `		
		Notary Public
		My Commission Expires: My Commission Expires March 6, 2002
		And commission Express.
		11 40 80
, ), , , ,	امما	Inventor:
NEW HAMPSH	ire	Roy H.D. Pang
Commonwealth of Massachusetts County of	) ) ss	
· ·		. ^
Subscribed and sworn to before Leberary, 1998.	re me, t	by the above-named Roy H.L. Pang this $\frac{33}{100}$ day of
February, 1998.		$\langle \mathcal{V} \rangle / \langle \mathcal{V} \rangle = \langle \mathcal{V} \rangle / \langle \mathcal{V} \rangle / \langle \mathcal{V} \rangle = \langle \mathcal{V} \rangle / \langle \mathcal{V} \rangle $
		Thoresa V. Telletee
		Notary Public
		My Commission Expires: My Commission Expires March 6, 2002

#### **ASSIGNMENT**

WHEREAS, I, Marc F. Charette, have invented one or more improvements in:

### METHODS AND COMPOSITIONS FOR ENHANCING COGNITIVE FUNCTION USING MORPHOGENIC PROTEINS

described in an application for Letters Patent of the United States:

0	Ø	executed by me of even date herewith and about to be filed in the United States Patent Office;							
(		Serial No. 0	/	in the United States Patent Office on	; and				
				Molecules, Inc (hereinafter "ASSIGNEE"), a ommonwealth of Massachusetts, and having					

and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at 101 Huntington Avenue, Ste. 2400, Boston, MA 02199, desires to acquire an interest therein, in accordance with agreements duly entered into with me;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of the said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged. I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the said invention as described in said application, together with the entire right, title and interest in and fo the said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made; I hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. I hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein.

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and or preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved; and I further hereby

### Joint Assignment Page 2

authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment if appropriate.

AND, I do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the date set forth below.

Inventor:

Marc F. Charette

Commonwealth/State of Massachusetts)
County of Middlesex ) ss

Subscribed and sworn to before me, by the above-named INVENTOR Marc F. Charette, this

22 day of January, 1998

Motary Public Thomas R. Berka My Commission Expires: Feb. 1, 2002